

# EXHIBIT B

**ASSIGNMENT OF  
AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS**

THIS ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "**Assignment**") is entered into as of May 1, 2019 by and between DUTCHINTS DEVELOPMENT LLC, a California limited liability company ("**Assignor**"), and 18500 MARSHALL LN LLC, a California limited liability company ("**Assignee**"), with reference to the following recitals:

**RECITALS**

A. Assignor and John H. Belliciti, as Trustee of the John and Monica Belliciti 2015 Revocable Trust under Trust Agreement dated July 9, 2015, as amended, FBO John H. Belliciti as his sole and separate property, and as Trustee of the Harry L. Belliciti Exempt Trust under Trust Agreement dated April 16, 1997, as amended FBO John H. Belliciti; Mary F. Driggs, as Trustee of the Mary F. Driggs 2012 Separate Property Trust under Trust Agreement dated July 17, 2012, as amended, and as Trustee of the Harry L. Belliciti Exempt Trust under Trust Agreement dated April 16, 1997, as amended, FBO Mary F. Driggs; Robert J. Belliciti, as Trustee of the Belliciti 2015 Revocable Trust under Trust Agreement dated July 9, 2015, as amended, FBO Robert J. Belliciti, as his sole and separate property, and as Trustee of the Harry L. Belliciti Exempt Trust under Trust Agreement dated April 16, 1997, as amended, FBO Robert J. Belliciti; and Harry L. Belliciti, Jr., as Trustee of the Harry and Carol Ann Belliciti 2015 Revocable Trust under Trust Agreement dated July 8, 2015, as amended, FBO Harry L. Belliciti Jr., as his sole and separate property, and as Trustee of the Harry L. Belliciti Exempt Trust under Trust Agreement dated April 16, 1997, as amended, FBO Harry L. Belliciti, Jr. (collectively, "**Seller**"), have entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions, as amended by that certain First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions between Buyer and Seller dated as of December 4, 2018, that certain Second Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions between Buyer and Seller dated as of December 14, 2018, and that certain Third Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions between Buyer and Seller dated as of January 18, 2019 (collectively, the "**Purchase Agreement**") pursuant to the terms of which Seller agreed to sell and Assignor agreed to purchase certain real property as more particularly described therein.

B. Assignor now desires to assign all of its right, title and interest in the Purchase Agreement to Assignee and Assignee desires to accept such assignment and assume the obligations of Buyer under the Purchase Agreement, all subject to and in accordance with the terms and conditions contained in this Agreement.

**AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Purchase Agreement.

2. Assignee hereby accepts such assignment and assumes all of the liabilities, obligations, duties and responsibilities of the Assignor with respect to the terms and conditions of the Purchase Agreement; provided, however, that Assignor shall not be released from any liability or obligations under the Purchase Agreement.

3. Assignee hereby agrees to indemnify and hold harmless Assignor, Assignor's agents and their successors and assigns from and against any and all claims, losses, liabilities and expenses, including reasonable attorneys' fees, suffered or incurred by Assignor by reason of any breach by Assignee from and after the date hereof of any of Assignee's obligations under the Purchase Agreement accruing or originating on or after the date hereof.

4. Assignor hereby agrees to indemnify and hold harmless Assignee, Assignee's agents and their successors and assigns from and against any and all claims, losses, liabilities and expenses, including reasonable attorneys' fees, suffered or incurred by Assignee by reason of any breach by Assignor prior to the date hereof of any of Assignor's obligations under the Purchase Agreement accruing or originating prior to the date hereof.

5. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Assignment, the prevailing party shall recover its costs and attorneys' and expert witness fees actually incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.

6. This Assignment shall be construed in accordance with the laws of the State of California.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of said counterparts shall constitute but one and the same instrument.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, this Assignment is executed as of the date first written above.

**ASSIGNOR:**

DUTCHINTS DEVELOPMENT LLC, a California limited liability company

By:   
Vahe Tashjian, Manager

**ASSIGNEE:**

18500 MARSHALL LN LLC, a California limited liability company

By:   
Vahe Tashjian, Manager